

COOPERATIVE PURCHASE AGREEMENT

THIS AGREEMENT (The "Agreement") is made and entered into effective as of September 6th, 2016 (the "Effective Date"), by and between the City of Cottonwood, Arizona, an Arizona municipal corporation ("City"), and HD Supply Waterworks Group, Inc. ("Vendor"). The City and the Vendor are sometimes referred to in this Agreement collectively as the "Parties" and each individually as a "Party."

RECITALS:

The Parties wish to enter into an Agreement pursuant to the terms and conditions of that outside contract for the purchase of water system products and all subsequent revisions, between The City of Goodyear Cooperative Agreement and the Vendor (the "Original Contract.") Such action is authorized under A.R.S. §41-2632. All capitalized terms used without definition in this Agreement shall have the definitions ascribed to them in the Original Contract.

AGREEMENTS:

NOW, THEREFORE, for and in consideration of the foregoing Recitals and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to the terms of the Original Contract as follows:

1. Reaffirmation of Original Contract. The Original Contract shall remain in full force and effect, and all terms and conditions of the Original Contract are hereby incorporated by reference into this Agreement, creating an agreement identical in terms between the City and the Vendor. In the event of any conflict between this Agreement and the Original Contract, the terms of this Agreement shall prevail. In the Original Contract, the terms "City of Goodyear" shall be deemed to be and refer to the City, and the term "Vendor" shall be deemed to be and refer to HD Supply Waterworks Group, Inc. under this Agreement. The amount paid under this Agreement shall be an amount as per the rates as set forth in agreement number CON-16-3378A facilitated by The City of Goodyear.

2. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument, binding on all of the Parties. The Parties agree that this Agreement may be transmitted between them via facsimile. The Parties intend that the faxed signatures constitute original signatures and that a faxed agreement containing the signatures (original or faxed) of all the Parties is binding upon the Parties.

3. Compliance with Federal and State Laws.

3.1 The Vendor understands and acknowledges the applicability to it of the American with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989. The Vendor understands and acknowledges that it must also comply with A.R.S. § 34-301, "Employment of Aliens on Public Works Prohibited", and A.R.S. § 34-302, as amended, "Residence Requirements for Employees."

3.2 Pursuant to the provisions of A.R.S. §41-4401, the Vendor warrants to the City that the Vendor and all its subcontractors are in compliance with all Federal Immigration laws and regulations that relate to their employees and with the E-Verify Program under A.R.S. §23-214(A).

A breach of this warranty by the Vendor or any of its subcontractors will be deemed a material breach of this Contract and may subject the Vendor or subcontractor to penalties up to and including termination of this Contract or any subcontract.

The City retains the legal right to inspect the papers of any employee of the Vendor or any subcontractor who works on this Contract to ensure that the Vendor or any subcontractor is complying with the warranty given above.

The City may conduct random verification of the employment records of the Vendor and any of its subcontractors to ensure compliance with this warranty.

The City will not consider the Vendor or any of its subcontractors in material breach of this Contract if the Vendor and its subcontractors establish that they have complied with the employment verification provisions prescribed by 8 USCA §1324(a) and (b) of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. §23-214(A). The "E-Verify Program" means the employment verification pilot program as jointly administered by the United States Department of Homeland Security and the Social Security Administration or any of its successor programs.

The provisions of this Article must be included in any contract the Vendor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are defined as furnishing labor, time or effort in the State of Arizona by a Vendor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

3.3 This Agreement is subject to cancellation for conflicts of interest pursuant to A.R.S. § 38-511.

4. The City may terminate this Agreement at any time for its convenience by written notice to HD Supply Waterworks Group, Inc. specifying the termination date. In the event of termination which is not the fault, in whole or in part, of the HD Supply Waterworks Group, Inc., City shall pay to Vendor only such compensation, including reimbursable expenses, due for Work properly performed on the Project prior to the termination date. Upon any termination of the Agreement, no further payments shall be due from City to HD Supply Waterworks Group, Inc. unless and until HD Supply Waterworks Group, Inc. has delivered to City any and all documentation required to be maintained by HD Supply Waterworks Group, Inc. or provided by HD Supply Waterworks Group, Inc. to City.

5. All warranties, representations and indemnifications by HD Supply Waterworks Group, Inc. shall survive the completion or termination of this Agreement.

6. The Vendor shall provide the products for sale at the prices as specified in agreement #CON-16-3378A facilitated by The City of Goodyear attached hereto and incorporated herein. Unless expressly excluded, in writing, in the Agreement, the Services shall include any and all services reasonably contemplated, normally included, and necessary to complete the Services set forth in a good and workmanlike manner with due diligence and, at a minimum, in conformance with generally accepted industry standards and standard of care for like professionals in the same geographic area.

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the Effective Date set forth above.

City of Cottonwood, an Arizona municipal corporation

Date: _____

By: _____
Mayor Diane Joens

Attest: _____
City Clerk Marianne Jiminez

Approved as to form:

By: _____
Steve Horton
City Attorney

HD Supply Waterworks Group, Inc.

Date: _____

By: _____

Its: _____